App. F. IX-4

Previous References

193

(Law

File No. 23-30

Serial Nos. 1-2

Later References
Law Dlf 23-30

Proceed
M
31.1.43

(14)

General and Revenue Secretariat.

Serial Nos. Two

Part B for Report

SUBJECT

Reference from Mr. Frank McLaine, Inspector of Factories
re Bonded Labour in Jeethapanike

To Mr. Frank McLaine.
Mirimare

Bond No. 6614 of 31.7.30
States that Jeethapanike Estates
to be nothing but agreements of Slavery
& not enforceable in any Court of Law.

B. Gen Sec
5/5/30

4582 1

App. F. III—2]

General and Revenue Secretariat. | File No. | of 192

Serial No.

Letter dated 20th March 1930 from Mr. Frank McLaine regarding the System of Jeshagarike prevailing in the Country.

Law Secy. for favour of a note

SD K.M
20/3

Please work up & put up a note

SD P.M.
20/3.

Further Communication dated 24th March from the same Gentleman

Law Secy. Comm^n SD K.M
26/3

A typed note containing the law on the points raised in Mr. Frank McLaine's letter is herewith put up.

DM
1/5/30

SWD for Minutes

D. M.
2/7

3rd Member

OFFICE OF THE THIRD MEMBER OF COUNCIL.
21 JULY 1930
No. 736

Seen - A reply to Mr McLaine may be sent explaining the position

24/7/30

D. M.
23/7

Draft reply put up

DM
24.7

For appr

D. M.
24/7

OFFICE OF THE THIRD MEMBER OF COUNCIL.
25 JULY 1930
No. 956

NOTE—Contn. sheet.

WD 066—GPB—30,000—26

Issue
D. M.
26/7

26/7/30

3rd Member
26/7/30

D. M.
26/7

458-2

2

App. F. III—2]

General and Revenue Secretariat | File No. 23 of 1930

Serial No.	
	To Frank McLaine Esq D.O. no. P. 664 d 31st July 1930 stating that fee-magazine rewards appear to be nothing but agreements of slavery and not enforceable in any Court of law.

B fmp 4/8

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

4587 Para

Mission Bungalow

Muguru. T.Narsipur

Mysore District.

March 20th.1930.

1

Laws for favour of early action 21/3

To

K. Mathan Esq.

2nd. Counsellor to The Government of Mysore

Bangalore.

Sir;-

Please work up immediately and put up to me 20/3

I am writing to you in reference to a matter that has been in my mind for many years, and I trust that it may be possible for the Government of Mysore to take some action regarding the particulars I have written on the two inclosed papers. Knowing your kindly interest in the welfare of the lower castes encourages me to approach you as the 2nd. Counsellor in the Mysore Government which I hope will lead to further investigation at your hands.

Laws 21/3

It is now nearly 29 years since I came to this Country, so I think it can be granted that I have had some experience regarding the things I bring before you. As far as I am informed and Have investigated the questions raised in my two schedules are in measure correct, and will I think bear out what is being practised at the present time in the Mysore District at all events, if not elsewhere. However I shand to be corrected if after investigation it is not so.

I feel more and more that if something is not done to alleviate the present economic conditions of the lower castes the rural districts of the State cannot possibly thrive and prosper as is the desire of all officals of the Government. The debt question with the abnormal rate of interest is eating the very life out of the community.

I have the honour to be

Sir

Yours faithfully

Frank McLaine

From

Mr Frank Mc Laine.
Missionary.

Bonded labour or Jeetagara- ism. (Kanarese)

1. A man can make a debt with a money-lender, say for Rs 200/-. and instead of paying interest on this money, he may serve as a bond-servant, or jeetagara, (Kanarese colloquially) or make his son or daughter even though they be minors to serve the creditor in the same capacity. The service to be given until the full amount borrowed is paid off. -- This arrangement can be made out as a deed on Government Stamp paper, and registered before the Sub-registrar.

2. The money-lender may, or may not make an allowance to the one who serves. Sometimes (but rarely) a small sum of money is given annually, but generally the allowance takes the form of two meals a day, and a blanket or cloth once a year.

3. The bond-servant must serve the creditor until the debt is liquidated in full. For every day he does not serve he is liable to a fine. In case of sickness a substitute must be found.

4. This system is liable to degrade the "dignity of labour", and reduce work to a kind of serfdom.

5. In some cases when the creditor is considerate to the worker, may in some measure be advantageous to him, but on the other hand it is a system of "sweated-labour" where the creditor can get his work done in the cheapest market. A case is known of a young man aged 25yrs. who has been working for some years as a bond-servant on account of a debt for Rs 400/- not his own. He draws no wages, and apparently there seems little hope of paying off the debt unless he sells to the creditor the little property he may have.

It is contended:-

1. Every worker is entitled to some wage, he is "worth his salt". This will raise the standard of labour from a mere serfdom to its rightful dignity.

2. Is it not possible for some provision to be made in this respect? When a deed for bonded labour (jeeta-patra) is brought before the Sub Registrar for registration, it is clearly stated on the Deed that the worker is entitled to so much money per annum for his labour, and that this money goes to pay off the principle of the debt involved, so that in so many years time the debt is liquidated and the worker is set free from his obligations to serve.

For instance:- A man makes a debt for Rs 100/- and in lieu of interest binds his son aged 16 yrs. to serve the creditor, this worker be entitled to Rs 20/- a year, (which is less than one anna a day cooly) This will mean the debt being cleared off in five years time, and the servant is free.---- Whereas under the present system hundreds and perhaps thousands of coolies are working for their masters year after year with no possible chance of clearing off their debts (until death release them) making life hopeless and miserable.

3. It is agreed that this is a many sided question and involves serious considerations from all stand-points, but the moral and ethical lesson is obvious, which ought to have the thoughtful investigation of "the powers that be" in order to in some measure relieve the present economic conditions of the depressed classes, where debt and poverty are very apparent

Issued on 20/3/30

Dear Sir,

I write to acknowledge your letter received today on the subject of "Jeedagarike" in Mysore, and to state that I shall have the question investigated. As you yourself recognise the question is a complex one and will have to be examined from various aspects.

Yours sincerely,

Ind/KM.

FrankMcLaine, Esq.,
Mission Bungalow,
Muguru, T.Narsipur,
Mysore District.

Muguru. T.Narsipur

Mysore Dist.

5

March 24th.1930.

To

K. Matthan Esq. B.A.

Member of Council.
Public Offices
Bangalore.

P.A
Refs. 26/3/30
Sir:-

I thank you for your letter of the 20th.inst. and for the assurance that you will investigate the subject of "Jeetagarike" in Mysore. There are two more points which have come to my mind which I beg to submit to you on the accompanying sheet.

Refers. subd
26/3/30.

Lawsees memo
26/3/30

Thanking you in anticipation.

I have the honour to be

Sir,

Yours faithfully

Frank Mc Laine

From

Mr Frank Mc Laine.
Missionary.

Service bonds or Jeeta-patra.

Two further points raised in reference to the above.:-

1. If the name of a minor appears on the service bond and this bond is registered before the sub-registrar,is the minor legally bound to carry out the conditions of service with the creditor?

2. This system of "Jeetagarike" is a great hinderence to the education of the young among the Depressed Classes. In many cases under my notice boys at the age of 12 to 15 are taken away from school by their parents and made "Jeetagaras" thus all that they have learnt in school is forgotten, and they join the ranks of the illiterate.

Dear Sir,

With reference to the correspondence ending with your letter of the 24th March 1930 addressed to the Third Member of Council, regarding Bonded Labour or "Jeetagarike", I am directed to state that under the law as in force in Mysore, contracts for service such as you instance in your letters appear to be nothing but agreements of slavery and not enforceable in any Court of Law. It is really a pity if people ignorant of the law and their rights under it blindly enter into such contracts of service and feel themselves bound thereby though the contract is one that is void and unenforceable. Under the circumstances Government feel that they are unable to do anything in the matter.

Yours sincerely,

To

Frank Mc Laine, Esq.,
Missionary Bungalow,
Muguru, T. Narsipur
(Mysore District.)

Dear Sir,

With reference to the correspondence ending with your letter of the 24th March 1930 addressed to the Third Member of Council, regarding Bonded Labour or "Jeetagarike". I am desired to state that Government are advised that under the law as in force in Mysore, contracts for service such as you instance in your letters appear to be nothing but agreements of slavery and not enforceable in any Court of Law. It is really a pity if people ignorant of the law and their rights under it blindly enter into such contracts of service and feel themselves bound thereby though the contract is one that is void and unenforceable.

Yours sincerely

To

Frank Mc Laine, Esq.,

Missionary Bungalor, Muguru, T.Narasipur,

Mysore District.

O P I N I O N.

The contract of bonded labour or Jeetagarke, instances of which are given by Mr. Frank Mc. Laine is one which appears to be, on the face of it, not enforceable in any court of Law, since it is nothin but an agreement of slavery. The contract is for an indefinite period and though it is determinable by the labourer on payment of money secured by the bond, the abject and poor condition of the majority of these labourers are such that they are perhaps never able to pay the money secured unless there is another employer who pays him a higher value out of which he may redeem himself. The stipulation to pay an exorbitant rate of interest or fine in cases of default of service often serves as a check on him and prevents him from leaving the service. The result is that the same family of labourers goes on serving the same family of employers from generation to generation. This condition is indisguishable from slavery and such a contract, being opposed to public policy within the meaning of Section 23 of the Indian Contract Act cannot be enforced.

Decided cases on the point - British India.

2. In a case reported in 42 Calcutta page 742, the defendant borrowed Rs.13/- from the plaintiff and executed a bond binding himself to daily attendance and manual labour until the sum was paid in a certain month and it penalised default with overwhelming interest. The defendant left the service without paying the debt and the plaintif

filed a suit. The defendant did not appear even to contest the suit and the Munsiff who tried it, feeling a doubt as regards the validity of the contract made a reference to the High Court. - - - Sharfuddin and Coxe J.J. held that the contract was one of slavery and not enforceable and observed as follows:--

"The bond binds down the executant to daily attendance and manual labour until a certain sum is repaid in a certain month and penalises default with overwhelming interest. Such a condition is indistinguishable from slavery, and such a contract is, in our opinion, opposed to public policy and not enforceable."

3. In Sundara Reddy Vs Jaganathan 'A.I.R. 1927 Mad. 818), a father and son executed a bond in favour of the plaintiff-appellant for a sum of Rs.26 whereby the son undertook to discharge the interest on the amount by working at Rs.2-8-0 a month. After getting a year's work from the son, a suit was instituted to recover the principal and Rs.34/- by way of interest. It was held by Jackson J, that "whether the bond in question is exactly of the nature of a slavery bond or is something closely approaching that nature does not affect the matter; for in either case it is opposed to public policy."

4. Where a bond provided for payment of interest in the shape of work, but the work was to be paid at a certain definite rate which was low and the work included that of the executant as well as that of his wife and no provision was made for the ex repayment of the loan, It was held that the bond was a slavery bond and was not enforceable (A.I.R.1929 Mad. 267).

Mysore Decisions.

5. In Mysore itself, there have been a long series of decisions of the Chief Court under the Workmen's Breach of Contract Act that contracts of slavery are opposed to public policy and not enforceable under the Act.

* Act XIII of 1859 as amended by Regn XI of 1923.

6. It has been held that no civil court should enforce contracts of personal service savouring of slavery.

6 Mys. L.R. 322
9 " " 380
1 M.C.C.R. 238
8 " 396

7. In the case reported in 18 M.C.C.R. page 200, the petitioner received an advance of Rs.100/- for marriage expenses and agreed that his wife and himself would work in the complainant's house drawing wages at Rs.4 and Rs.5 a month respectively and pay off the advance by their service. It was held by Wallace J that the work the petitione agreed to perform was in the nature of domestic service, a quite indefinite species of work to which the Act XIII of 1859 does not apply and that contracts of such a nature are unenforceable under the said Act and are tentamount to a contract of slavery."

8. In the case reported in 22 M.C.C.R. 337, it has been held that an agreement to do agricultural work of a general and indefinite nature is not one for doing a specific piece of work as contemplated in the Breach of Contract Act and that to recognise such an agreement as contract would be against public policy as tending to

enforce a form of agricultural slavery.

9. In 23 Mysore Chief Court Reports page 315, it has been held that if the maximum duration of a contract ~~xx~~ of service whose violation is penalised, exceeds the term of 3 years fixed under section 492 of the I.P.C. then the contract may be said to savour of slavery.

10. It is therefore clear that contracts of the nature instanced by Mr. Frank Mc. Laine are opposed to public policy and cannot be enforced.

11. A contract by a minor is void and cannot be in any way binding on the minor. There is also a chief Court decision on this point and it is reported ~~tx~~ in 13 M.L.R.431. Even registration of a minor's contract, which is void ab initio, cannot render the contract valid or binding.

Mahadevayya

21.7.30